

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY		CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED <i>(SEE ITEM 11)</i>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED <i>(SEE ITEM 11)</i>	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers
☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ <i>(Signature of person authorized to sign)</i>		_____ <i>(Signature of Contracting Officer)</i>	

Item 14. Continued.

**A. CHANGES TO STANDARD FORM 1442.**

Standard Form 1442, First Page, Item No. 13.A.- In the second line, change the Receipt of Proposal date from "20 November 2000 at 4 P.M. local time" to "**28 November 2000 at 4 P.M. local time**".

**B. CHANGES TO BIDDING SCHEDULE.**

Replace the Bidding Schedule, pages 00010-1 through 00010-5, with the accompanying new Bidding Schedule, bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACW63-00-R-0003." Note: The Bidding Schedule Notes (BSN-1 & BSN-2) remain unchanged.

**C. CHANGES TO THE SPECIFICATIONS**

Replacement Sections - Replace the following sections with the accompanying new sections of the same number and title, bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. DACW63-00-R-0003:"

SECTION 00800	SPECIAL CONTRACT REQUIREMENTS
SECTION 01526	SPECIFICATIONS FOR RENTAL OF CONSTRUCTION EQUIPMENT WITH OPERATORS
SECTION 02607A	SPECIFICATIONS FOR INSTALLATION OF UNDERGROUND SLEEVES
SECTION 02842	SPECIFICATIONS FOR PICNIC TABLE DELINEATION

END OF AMENDMENT

BIDDING SCHEDULE - LEWISVILLE, RAY ROBERTS AND GRAPEVINE LAKES					
BASE YEAR :					
Item No.	Description	Estimated Quantity	UNIT	Unit Price Base Bid	Estimated Price
0001	Motorgrader (11')	200	Hr	\$ _____	\$ _____
0002	Motorgrader (14')	200	Hr	\$ _____	\$ _____
0003	Bulldozer 8' blade (165hp)	200	Hr	\$ _____	\$ _____
0004	Dump Truck (25 ton)	100	Hr	\$ _____	\$ _____
0005	Dump Truck (10 ton)	400	Hr	\$ _____	\$ _____
0006	Dump Truck (2 1/2 ton)	200	Hr	\$ _____	\$ _____
0007	Water Tank Truck (2000)	100	Hr	\$ _____	\$ _____
0008	Rubber Tire Tractor (65hp)	200	Hr	\$ _____	\$ _____
0009	Ditching Machine	200	Hr	\$ _____	\$ _____
0010	Back Hoe (wheel type 65hp)	200	Hr	\$ _____	\$ _____
0011	Back Hoe w/ Jack Hammer (90 hp)	100	Hr	\$ _____	\$ _____
0012	Vibrating Plate Compactor (2500 lb Force)	100	Hr	\$ _____	\$ _____
0013	Foot Compactor	100	Hr	\$ _____	\$ _____
0014	Water/Trash Pump (6")	100	Hr	\$ _____	\$ _____
0015	Water/Trash Pump (4")	100	Hr	\$ _____	\$ _____
0016	Water/Trash Pump (2")	100	Hr	\$ _____	\$ _____
0017	Brush Limb Chipper (7")	200	Hr	\$ _____	\$ _____
0018	Concrete Saw (4" cut)	100	Hr	\$ _____	\$ _____
0019	Chain Saw (16" Bar)	300	Hr	\$ _____	\$ _____
0020	Stump Grinder (13hp 14" Blade)	200	Hr	\$ _____	\$ _____
0021	Skid Loader W/ 36" sand bucket	200	Hr	\$ _____	\$ _____
0022	Skid Loader w/ 60" sand Bucket	200	Hr	\$ _____	\$ _____
0023	Skid Loader w/ 60" dirt Bucket	200	Hr	\$ _____	\$ _____
0024	Skid Loader w/ forks	100	Hr	\$ _____	\$ _____
0025	Skid Loader w/12" auger	200	Hr	\$ _____	\$ _____
0026	Skid Loader w/sweeper	100	Hr	\$ _____	\$ _____
0027	Skid loader w/ Jack Hammer	100	Hr	\$ _____	\$ _____
0028	Track Excavator (6' Max Depth)	100	Hr	\$ _____	\$ _____
0029	Crane (18 Ton)	100	Hr	\$ _____	\$ _____

<b>BIDDING SCHEDULE - LEWISVILLE, RAY ROBERTS AND GRAPEVINE LAKES</b>					
BASE YEAR :					
Item No.	Description	Estimated Quantity	UNIT	Unit Price Base Bid	Estimated Price
0030	Crane (8 Ton)	100	Hr	\$ _____	\$ _____
0031	Fork Lift (all terrain 6000 lb cap)	100	Hr	\$ _____	\$ _____
0032	Brush Hog (5 ft w/ 40 hp tractor	200	Hr	\$ _____	\$ _____
0033	Bob Cat w/ 12" auger	100	Hr	\$ _____	\$ _____
0034	Bob Cat w/ 16" auger	100	Hr	\$ _____	\$ _____
0035	Bob Cat w/ 18" auger	100	Hr	\$ _____	\$ _____
0036	Bob Cat w/ 24" auger	100	Hr	\$ _____	\$ _____
0037	Bob Cat w/ bell tool	100	Hr	\$ _____	\$ _____
0038	Weedeater (commercial)	200	Hr	\$ _____	\$ _____
0039	Boom Mower	100	Hr	\$ _____	\$ _____
0040	Self Propelled Sweeper (6')	100	Hr	\$ _____	\$ _____
0041	Power Pruner	200	Hr	\$ _____	\$ _____
0042	Welder (180 Amp portable)	200	Hr	\$ _____	\$ _____
0043	Generator (5000 Watt)	100	Hr	\$ _____	\$ _____
0044	Lawn Mower (Commercial)	200	Hr	\$ _____	\$ _____
0045	Power Washer (2500 psi)	200	Hr	\$ _____	\$ _____
0046	Water Tank (trailer Mounted 500 gal)	200	Hr	\$ _____	\$ _____
0047	Mops, Broom Squeegee	200	Hr	\$ _____	\$ _____
0048	Track Hoe (24"bucket, 18' Depth)	200	Hr	\$ _____	\$ _____
0048	Truck Mounted Excavator	200	Hr	\$ _____	\$ _____
0049	Track Loader (1 yd bucket 60 HP)	200	Hr	\$ _____	\$ _____
0050	Air compressor (185 CFM)	100	Hr	\$ _____	\$ _____
0051	Bucket Lift (40ft. Boom)	200	Hr	\$ _____	\$ _____
0052	Concrete Pump Truck	100	Hr	\$ _____	\$ _____
0053	Push Mower (22")	100	Hr	\$ _____	\$ _____
0054	Flatbed trailer (40 Ft., 17000lb cap)	100	Hr	\$ _____	\$ _____
0055	Offset Disc Plow (12 ft.)	100	Hr	\$ _____	\$ _____
0056	Not Used (Deleted by Amend. #0002)	-----	----	-----	-----

<b>BIDDING SCHEDULE - LEWISVILLE, RAY ROBERTS AND GRAPEVINE LAKES</b>					
BASE YEAR :					
Item No.	Description	Estimated Quantity	UNIT	Unit Price Base Bid	Estimated Price
0057	Batwing Mower (15 ft.)	100	Hr	\$ _____	\$ _____
0058	Hammer Drill	100	Hr	\$ _____	\$ _____
0059	Hilti Gun	100	Hr	\$ _____	\$ _____
0060	Tractor Rubber Tire (90 Hp)	100	Hr	\$ _____	\$ _____
0061	Steel Wheel Roller (1 1/4 ton)	100	Hr	\$ _____	\$ _____
0062	Paving Machine ( 6' laydown)	100	Hr	\$ _____	\$ _____
0063	Concrete Screed (vibratory 18 ft.)	100	Hr	\$ _____	\$ _____
0064	Power Trowel (48")	100	Hr	\$ _____	\$ _____
0065	Concrete float (48" Alum)	100	Hr	\$ _____	\$ _____
0066	Asphalt Rakes (36")	100	Hr	\$ _____	\$ _____
0067	Vibratory Sheeps foot (5'Drum)	200	Hr	\$ _____	\$ _____
0068	Walk Behind Trencher	100	Hr	\$ _____	\$ _____
0069	Grout Pump	100	Hr	\$ _____	\$ _____
0070	Tractor w/ power tiller	200	Hr	\$ _____	\$ _____
0071	Traffic Sign Installation (complete)	50	Ea	\$ _____	\$ _____
0072	Traffic Sign Installation (sign Only)	20	Ea	\$ _____	\$ _____
0073	Park Sign Installation (single Post)	50	Ea	\$ _____	\$ _____
0074	Park Sign Installation (sign Only)	20	Ea	\$ _____	\$ _____
0075	Park Sign Installation (double Post)	25	Ea	\$ _____	\$ _____
0076	Park Sign Installation (double Post sign only)	10	Ea	\$ _____	\$ _____
0077	Park Sign Installation (no Post)	20	Ea	\$ _____	\$ _____
0078	Park Sign Installation (no Post sign only)	10	Ea	\$ _____	\$ _____
0079	Install Metal Beam Guard fence	20000	Lf	\$ _____	\$ _____
0080	Remove Metal Beam Guard Fence	20000	Lf	\$ _____	\$ _____
0081	Metal Beam Guard Fence Repair	500	Lf	\$ _____	\$ _____
0082	Install Pipe Rail Fence	20000	Lf	\$ _____	\$ _____
0083	Remove Pipe Rail Fence	2000	Lf	\$ _____	\$ _____
0084	Repair Pipe Rail Fence	500	Lf	\$ _____	\$ _____
0085	Remove Guard Post and cable Fence	1000	Lf	\$ _____	\$ _____

<b>BIDDING SCHEDULE - LEWISVILLE, RAY ROBERTS AND GRAPEVINE LAKES</b>					
BASE YEAR :					
Item No.	Description	Estimated Quantity	UNIT	Unit Price Base Bid	Estimated Price
0086	Install Guard Post and Cable Fence	10000	Lf	\$ _____	\$ _____
0087	Repair Guard Post and Cable Fence	500	Lf	\$ _____	\$ _____
0088	Install Barbed Wire Fence	20000	Lf	\$ _____	\$ _____
0089	Remove Barbed Wire fence	2000	Lf	\$ _____	\$ _____
0090	Repair Barbed Wire Fence	500	Lf	\$ _____	\$ _____
0091	Install Woven/Barbed Wire Fence	20000	Lf	\$ _____	\$ _____
0092	Remove Woven/Barbed wire Fence	2000	Lf	\$ _____	\$ _____
0093	Repair Woven/Barbed Wire Fence	500	Lf	\$ _____	\$ _____
0094	Install Split Rail Fence (2 rail)	1000	Lf	\$ _____	\$ _____
0095	Remove Split Rail Fence (2 rail)	300	Lf	\$ _____	\$ _____
0096	Repair Split Rail Fence (2 Rail)	200	Lf	\$ _____	\$ _____
0097	Install split Rail Fence (3 rail)	1000	Lf	\$ _____	\$ _____
0098	Remove Split Rail Fence (3 Rail)	300	Lf	\$ _____	\$ _____
0099	Repair Split Rail Fence (3 Rail)	200	Lf	\$ _____	\$ _____
0100	Remove Railroad Cross Ties	1000	Lf	\$ _____	\$ _____
0101A	Install camp/Picnic Site Delineation 4"x 6"	1250	Lf	\$ _____	\$ _____
0101B	Install camp/Picnic Site Delineation 6"x 6"	1250	Lf	\$ _____	\$ _____
0101C	Install camp/Picnic Site Delineation 8"x 8"	1250	Lf	\$ _____	\$ _____
0101D	Install camp/Picnic Site Delineation 12"x12"	1250	Lf	\$ _____	\$ _____
0102	Remove Camp/Picnic Site Delineation	5000	Lf	\$ _____	\$ _____
0103	Install Can Buoys	50	Ea	\$ _____	\$ _____
0104	Boundary Line clearing	20000	Lf	\$ _____	\$ _____
0105	Construct Pipe Gate	200	Lf	\$ _____	\$ _____
0106	Install Pipe Gate	10	Ea	\$ _____	\$ _____
0107	Repair Pipe Gate	10	Ea	\$ _____	\$ _____
0108	Standard Concrete Curb and Gutter	500	Lf	\$ _____	\$ _____
0109	4" Concrete Slabs	5000	Sf	\$ _____	\$ _____
0110	6" Concrete Slabs	2000	Sf	\$ _____	\$ _____
0111	4" Concrete walks	2000	Sf	\$ _____	\$ _____
0112	Picnic Shelter Installation (wood)	10	Ea	\$ _____	\$ _____

<b>BIDDING SCHEDULE - LEWISVILLE, RAY ROBERTS AND GRAPEVINE LAKES</b>					
BASE YEAR :					
Item No.	Description	Estimated Quantity	UNIT	Unit Price Base Bid	Estimated Price
0113	Picnic Shelter Installation (metal)	25	Ea	\$ _____	\$ _____
0114	Plumber w/tools	200	Hr	\$ _____	\$ _____
0115	Electrician W/tools	200	Hr	\$ _____	\$ _____
0116	Skilled craftsman W/tools	200	Hr	\$ _____	\$ _____
0117	Laborer w/tools	400	Hr	\$ _____	\$ _____
0118	Underground Boring (2")	200	Lf	\$ _____	\$ _____
0119	Underground Boring (3")	200	Lf	\$ _____	\$ _____
0120	Underground Boring 4"	200	Lf	\$ _____	\$ _____
0121	Install Water Line	10000	Lf	\$ _____	\$ _____
0122	Install Water Line in Rock	1000	Lf	\$ _____	\$ _____
0123	Install Electric Line	10000	Lf	\$ _____	\$ _____
0124	Install Electric Line in Rock	1000	Lf	\$ _____	\$ _____
0125	Install Solid Sewer Line	2000	Lf	\$ _____	\$ _____
0126	Install Solid Sewer Line in Rock	1000	Lf	\$ _____	\$ _____
0127	Install Perforated Sewer Line	3000	Lf	\$ _____	\$ _____
0128	Install Perforated Sewer Line in Rock	1000	Lf	\$ _____	\$ _____
0129	Construct concrete wheel stops	100	Ea	\$ _____	\$ _____
0130	Place concrete wheel stops	100	Ea	\$ _____	\$ _____
0131	Remove concrete wheel stops	50	Ea	\$ _____	\$ _____
0132	Install PVC sleeves	1000	Lf	\$ _____	\$ _____
0133	Install PVC sleeves in Rock	500	Lf	\$ _____	\$ _____
0134	Gate Attendant Shelters	3	Ea	\$ _____	\$ _____
0135	Install 6" buoy line	15000	Lf	\$ _____	\$ _____
0136	Bonding Cost Per \$1,000.00 of Task Order	1	K	\$ _____	\$ _____
	Amount (rounded down)				
GRAND TOTAL BASE YEAR FOR LEWISVILLE, RAY ROBERS AND GRAPEVINE LAKES,				\$ _____	

## SECTION 00800

## SPECIAL CONTRACT REQUIREMENTS

Due to the recent conversion from the Standard Army Automated Contracting System (SAACONS) to the new Department of Defense's Standard Procurement System, Procurement Desktop Defense (PD<sup>2</sup>), the following clauses and other specific contract requirements you may have been accustomed to seeing in Section 0800, Special Contract Requirements, have been moved. The following chart represents those changes.

CLAUSES & OTHER REQUIREMENTS PREVIOUSLY LOCATION IN SECTION 00800		NEW LOCATION
<b>FAR Clauses</b>		
Commencement, Prosecution And Completion Of Work (Apr 1984)	52.211-10	Section 00700
Time Extensions (Apr 1984)	52.211-13	Section 00700
Variation In Estimated Quantity (Apr 1984)	52.211-18	Section 00700
Limitations On Subcontracting (Jan 1991)	52.219-14	Section 00700
Availability Of Funds (Apr 1984)	52.232-18	Section 00700
Availability And Use Of Utility Services (Apr 1984)	52.236-14	Section 00700
Quantity Surveys (Apr 1984)	52.236-16, Alternate I	Section 00700
<b>DFARS Clauses</b>		
Payment For Mobilization And Preparatory Work (Dec 1991)	252.236-7003	Section 00700
Payment For Mobilization And Demobilization (Dec 1991)	252.236-7004	Section 00700
Airfield Safety Precautions (Dec 1991)	252.236-7005	Section 00700
<b>EFARS Clauses</b>		
Equipment ownership and operating expense schedule	52.231-5000	Section 00700
Payment for materials delivered off-site	52.232-5000	Section 00700
Basis for Settlement of Proposals	52.249-5000	Section 00700
<b>Other Specific Contract Requirements</b>		
Time Extensions For Unusually Severe Weather (Oct 1989)		
Payment For Utility Services (FAR 36.303(C)(6))		
Superintendence Of Subcontractors		
Coordination Of Construction With Cemetery Representatives		
Damage To Work Alternate A/Alternate B		

The clauses represented here may not be included in a particular solicitation, depending on the requirements. This list only represents changes made to the overall policy of clause location.

## PHYSICAL DATA (APR 1984) (FAR 52.236-4)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

a. The physical conditions indicated on the drawings and in the specifications are the result of site investigations by surveys [and borings].

b. Ground water levels

It has been observed that ground water levels in heavily timbered or grassed areas quite often undergo a significant temporary rise when the area is cleared and/or stripped. This increase in water level can hinder traffic and construction progress in the affected areas. The duration of the ground water rise varies considerably, depending on prevailing weather and/or climatic conditions. Ref: Yearbook of Agriculture, 1957, copy available for inspection in Fort Worth District Office.



## YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the Contractor shall:

- a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order that may be affected by the Y2K compliance requirement.
- b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

## REQUIRED INVENTORY OF INFORMATION TECHNOLOGY

In accordance with SCR-6, "Year 2000 Compliance", the inventory of all information technology, including embedded systems (i.e., microprocessor-based equipment) furnished under this contract which may be affected by the Year 2000 compliance requirement shall contain the following information:

- a. Contract number, project title, name of contractor
- b. Equipment name/label
- c. Indication on whether the information technology is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance
- d. Manufacturer's model/serial number and date manufactured
- e. Specific location of equipment, i.e., building/room number
- f. If equipment is a controller only, indicate what other equipment is controlled by this controller
- g. Interoperability: identify any other equipment that is sending/receiving information to monitor or control said equipment
- h. If a PC, including laptop, is required to program, update data, etc., of said equipment, provide PC specifications, operating software name and version number
- i. Method used to determine Y2K compliance, i.e., field test, manufacturer's Statement of Compliance, etc.

## CORRESPONDENCE IDENTIFICATION

- a. The Contractor shall use a serial numbering system on all formal correspondence sent to the Contracting Officer or his representative. The Contractor will provide one original and two duplicate copies of all correspondence.
- b. The Contractor may use a Request for Information (RFI) system for drawing/specification clarifications, subject to the following conditions:
  1. The Contractor shall use a sequential numbering system for all RFI's separate and apart from the correspondence numbering system.
  2. The Contractor shall provide one original and two copies of all RFI's.
  3. The Contractor shall designate ONE individual responsible person, subject to approval by the Contracting Officer, for reviewing and issuing RFI's.
  4. For projects requiring Network Analysis Systems (NAS), all RFI's shall identify the NAS activities directly or indirectly affected by the RFI on the progress schedule. The Contractor should anticipate a minimum of 10 calendar days for Government review and response.
  5. No requests for deviations or variations from the contract by RFI will be allowed. Deviations/variations are to be submitted on ENG Form 4025 as described in Section 01330 Submittal Procedures.

6. The use of RFI's does not relieve the Contractor of the responsibility for reviewing the contract documents and coordinating the work to be performed. If the Contracting Officer determines that the RFI system is being used for other than its intended purpose, the Contracting Officer has the authority to discontinue the use of the RFI's for the remainder of the contract.

#### EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of EFARS 52.213-5000, EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. Interested parties may purchase copies of EP 1110-1-8 (Volumes 1 through 12) by phoning (202) 783-3238, or by writing "Superintendent of Documents U.S. Government Printing Office, Washington, D.C. 20402." Major credit cards are accepted. An electronic copy of this publication may be found the US Army Corps of Engineers Publication web site at

<http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>

#### VALUE ENGINEERING CONTRACTOR PROPOSAL - VECP (AUG 86)

- a. Reference the Contract Clause "VALUE ENGINEERING - CONSTRUCTION."
- b. After receipt of an approved VECP modification signed by the Contracting Officer, the Contractor may include its share of the Instant Contract Savings as part of the next scheduled Progress Payment estimate.
- c. Payment of the Contractor's share of the Instant Contract Savings may be withheld at the discretion of the Contracting Officer, until a revised NAS or BAR CHART for the affected activity has been submitted and approved.

#### TASK AND DELIVERY ORDER CONTRACT OMBUDSMAN

FAR 16.505 (b)(6) states "The head of the agency shall designate a task order contract and delivery order contract ombudsman who shall be responsible for reviewing complaints from contractors on task order contracts and delivery order contracts. The ombudsman shall review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman shall be a senior agency official who is independent of the contracting officer and may be the agency's competition advocate."

For all U.S. Army Corps of Engineer Activities the ombudsman is LTC(P) Carl D. Owens, Office of Principle Assistant for Contracting (OPARC).

#### TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1986) (DAEN-EEC-C):

4.3.1 This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)". The listing below defines the monthly anticipated adverse weather for the Contract period and is based on NOAA or similar data for the geographical location of the project.

4.3.2 The unusually severe weather must actually cause delay to the completion of the project. The delay must be beyond the control of and without fault or negligence of the Contractor.

4.3.3 Upon receipt of the first Task Order and continuing throughout the term of the Contract the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact upon normally scheduled work.

4.3.4 The number of actual adverse weather days shall be calculated by the Contracting Officer Representative from actual on-site weather conditions on a per Task Order basis. Task Orders that run concurrently will have the weather delays days calculated concurrently for their respective issue date. These subsequently occurring adverse weather days must prevent work for fifty (50) percent or more of the Contractor's work day and delay work critical to the timely completion of the Task Order.

4.3.5 A one-day time extension may be granted for each day of delay caused by adverse weather as described in the above paragraph. This time extension shall be granted by execution of a modification in accordance with the contract clause entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)". If a disagreement arises between the Contractor and the COR on actual weather delay days to be allowed on a Task Order, the COR decision will be based on recorded weather data and will govern.

4.3.6 If unforeseen delays to the Contractor are experienced because of Government provided materials, these delays will be added on a case by case basis to the Task Order performance time. If a disagreement between the Contractor and the COR develops, the COR will base his decision on his invoice/receipt records and the date of the Project/Contractor's pickup log. On such occasion the Contractor shall be notified in writing.

4.3.7 Should an extended delay due to weather, such as flood conditions, result in the Contractor's inability to continue or complete previously issued Task Orders, the COR shall issue a "Delay Order" to the Contractor which will extend or postpone the required completion date until such time that the remaining work can be accomplished without adverse affect.

#### IDQ ECONOMIC PRICE ADJUSTMENT FACTOR FOR OPTION YEARS (52.0236-4203 IDQ)

Adjustment to the base year unit prices for all option years will be in accordance with the equation:

$$P1 = P \times f$$

Where P1 - New Unit Price

P - Unit Price for Base Year of Contract

f - Index factor

The index factor, f, shall be computed according to the following equation:

$$f = \frac{\text{CCI-C}}{\text{CCI-B}}$$

CCI is the Construction Cost Index as published by ENR Magazine, formerly called Engineering News Record.

In computing f, the CCI-C may be located on the Market Trends page of the ENR current issue at the time the option is exercised. The CCI-B is the base reference for the month in which the basic contract was awarded. (Currently published annually in last issue in March.)

If ENR changes the index base year(s), the base reference used herein will be adjusted to accommodate new CCI-C(s).

If the CCI-C ceases to be published the parties shall agree on substitute indices.

Example Calculation:

Base Period Contract awarded: May 1996

Option Period exercised in: May 1997

Unit Price for the Base Period was: \$1.50 per unit

Therefore:  $f = \frac{\text{CCI-C (May 1997)}}{\text{CCI-B (May 1996)}} = \frac{5572}{5433} = 1.026$

CCI-B (May 1996) 5433

Adjusted unit price for the option period would be:

$$\$1.50 \times 1.026 = \$1.54 \text{ per unit}$$

**CONTRACTING INFORMATION**

**Part 1. CONTRACT ADMINISTRATION**

**1.1** The office listed under (a) below is the office designated for issuing task orders under this contract. Inspection and acceptance of the supplies and services of construction covered by this contract will be located at office listed under (b) below and will be the same as where the work was actually performed. The Administering Contracting Office is located at the office listed under © below and payment will be made by the office listed under (d) below. Invoices shall be submitted, in triplicate (one copy shall be marked "Original"), to the addressee in paragraph (d). Payment will be made upon completion of work and acceptance by the Government in accordance with the terms of the contract.

**(a) Issuing Task Order**

Elm Fork Project Office  
1801 N. Mill Street  
Lewisville, Texas 75057-1821

**(b) Inspection and acceptance of construction services**

I. Lewisville/Ray Roberts Lake Office  
1801 N. Mill Street  
Lewisville, Texas 75057-1821

II. Grapevine Lake Office  
110 Fairway Drive  
Grapevine, Texas 76051-3495

**(c) Administering Contract Office**

U.S. Army Engineer District Fort Worth  
Contracting Division  
P.O. Box 17300  
ATTN: CESWF-CT-C  
Fort Worth, Texas 76102-0300

**(d) Payment Office**

U.S. ARMY CORPS OF ENGINEERS  
USACE Finance Center  
ATTN: CEFC-AO  
7800 Third Avenue  
BLDG 787, Room 103  
Millington, TN. 38054-5005

**1.2 Ordering Officers** - The following individuals are authorized to place task orders.

ORDERING OFFICER	NTE	PROJECT	PHONE NUMBER
Kenneth M. Howell	\$50,000	Elm Fork Project Office	972/434-1666
Douglas L. Cox	\$50,000	Elm Fork Project Office	972/434-1666
<b>Bob Wooley</b>	<b>\$50,000</b>	<b>Elm Fork Project Office</b>	<b>972/434-1666 (Am #0002)</b>
<b>Lee Hunt</b>	<b>\$50,000</b>	<b>Grapevine Project Office</b>	<b>817/481-4541 (Am#0002)</b>

Availability of funds: Other than the guaranteed minimum, funds will not be obligated by this basic contract, however funds will be made available as individual "Task Orders" are issued and executed by the Ordering Officers. Under no circumstances shall a contractual commitment exceed the dollar amount shown on individual task orders without written modification authorized and approved by the Contracting Officer.

**1.3 PRE-WORK CONFERENCE:** Approximately one (1) week after award of the contract and prior to the start of any construction work, the Contracting Officer's Representative (COR) will schedule and conduct a "Preconstruction Conference". The Contractor's Project Manager, Superintendents, and Quality Control Personnel will attend this meeting. The Contractor is encouraged to have an officer of his company and representation from all Subcontractors at this conference. This conference will be held at the exact time and location specified by the COR after award. No work may be performed under this contract prior to this conference.

**1.3.1** The purpose of the "Preconstruction Conference" is to enable the COR to outline the procedures that will be followed by the Government in its administration of the contract, and to discuss the performance that will be expected from the Contractor. This conference will allow the Contractor an opportunity to ask questions about the Government's supervision and inspection of contract work, about security requirements, regulations, etc. The COR may invite service engineering and security personnel and any other Government personnel to attend this conference.

**1.3.2** The following is a list of items for discussion during this conference. This is not considered to be a complete listing.

- (1) Authority of the Contracting Officer's Representative and Organization of Project Office.
- (2) Contractor's Safety Program.
- (3) Contractor's Quality Control Plan.
- (4) Contractor's Environmental Protection Plan.

NOTE: The Contractor should submit the plans for items (2), (3), and (4) prior to the "Preconstruction Conference".

- (5) Correspondence Procedures.
- (6) Contract Labor Standards Provisions.
- (7) Contractor's Plan of Operations.
- (8) Contract Modifications and Administrative Procedures.
- (9) Storage areas.
- (10) Contractor Utilities.
- (11) Construction lay-out work.
- (12) Security Requirements, and Other Regulations, if applicable.
- (13) Government furnished material.
- (14) Disposition of Salvage Property.
- (15) Contractor Insurance Requirements.
- (16) Value Engineering Program.

**1.3.3** If the Contractor has submitted his Safety Plan, Quality Control Plan, and Environmental Protection Plan for review prior to this meeting, these may be approved into or approved with comments at the conference. Construction work will not proceed until after this meeting has been held and items (2), (3), and (4) have been approved, and a valid Delivery Order has been received by the Contractor.

**Part 2. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (APR 1993) (ER415-1-15) (52.0001-4038 I)**

2.1 This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)"

2.2 The unusually severe weather must actually cause delay to the completion of the project. The delay must be beyond the control of and without fault or negligence of the Contractor. Upon receipt of the Task Order the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact upon normally scheduled work.

2.2.1 Actual adverse weather delays will be calculated by the COR from actual on-site weather conditions. These subsequently occurring adverse weather days must prevent work for fifty (50) percent or more of the Contractor's work day and delay work critical to the timely completion of the Task Order. A one-day time extension may be granted for each day of delay caused by adverse weather as described in the above paragraph. This time extension shall be granted by execution of a modification in accordance with the contract clause entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)". If a disagreement arises between the Contractor and the COR on actual weather delay days to be allowed on a Task Order, the COR's decision will be based on recorded weather data and will govern.

2.3 If unforeseen delays to the Contractor are experienced because of Government provided materials, these delays will be added on a case by case basis to the Task Order performance time. If a disagreement between the Contractor and the COR develops, the COR will base his decision on his invoice/receipt records and the date of the Project/Contractor's pickup log. On such occasion the Contractor shall be notified in writing.

2.4 Should an extended delay due to weather, such as flood conditions, result in the Contractor's inability to continue or complete previously issued Task Orders, the COR shall issue a "Delay Order" to the Contractor which will extend or postpone the required completion date until such time that the remaining work can be accomplished without adverse affect.

**PART 3. - INSURANCE REQUIREMENTS. (FAR 52.0228-4005)**

**3.1 MINIMUM REQUIREMENTS:** As a minimum and pursuant to Contract Clause entitled "Insurance--Work On A Government Installation", the Contractor shall procure and maintain during the entire period of his performance under this contract the following insurance:

**3.1.1** Workman's Compensation and employer's liability insurance in compliance with applicable state statutes, with a minimum employer's liability coverage of \$100,000.

**3.1.2** Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. Property damage liability insurance is required in the amount of \$100,000.00 per occurrence.

**3.1.3** Comprehensive automobile liability insurance covering the operation of all automobiles and trucks used in connection with the performance of the contract in the limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

#### **PART 4. - BONDING REQUIREMENTS.**

**4.1 BONDS:** The bonds listed below are required when the bid amount exceeds \$25,000. The name and business address of the surety shown on the executed bond forms submitted in response to this solicitation must be the same as the name and business address listed for the surety in Department of Treasury Circular 570.

**4.2 BID BONDS:** Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in the contract clause entitled "BID GUARANTEE" in the form of twenty percent (20%) of the bid price. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents.

**4.3 PERFORMANCE AND PAYMENT BONDS:** Within ten (10) days after notification of award of contract, the Contractor shall execute and furnish two (2) bonds, each with good and sufficient surety or sureties acceptable to the Government, namely a performance bond (Standard Form 25), and a payment bond (Standard Form 25A). Any bonds furnished shall be furnished, in duplicate, by the Contractor to the Government prior to commencement of contract performance. The penal sums of such bonds will be as follows:

**4.3.1 Performance Bond:** The penal sum of the initial performance bond shall be \$600,000.00 or the bid amount, whichever is lesser, that the Contractor is required to furnish for the basic year of the contract. Additional bonding will be required if total dollar value of issued Task Orders exceed the initial performance bond amount. Each option year of the contract will require an additional performance bond of \$600,000.00 or the award amount, whichever is lesser, at the time the option year is exercised.

**4.3.2 Payment Bond:** The penal sum of the payment bond will always be one hundred percent (100%) of the required performance bond.

**4.4** Notwithstanding contract clause, FAR 52.0232-0005, paragraph (G) Section I, the Government will not reimburse the Contractor initially for the amount of premiums paid for performance and payment bonds. This payment will be made as a line item on each Task Order based upon the dollar value of that Task Order until the total contract amount is reached.

**4.4.1** This contract has an allowance for the Contractor to recover the cost of the required bonding in the form of a line item on the "**BIDDING SCHEDULE**". The Contractor should submit a line item bid price to reflect his cost for bonding **per \$1,000.00**. This bid item shall be applied and listed separately on each Task Order when issued, based on the cost of the construction services requested in increments of \$1,000.00. Dollar amounts of \$499.00 and less shall be rounded down; \$500.00 or more shall be rounded up. The Contractor's line item bid price should be the same as or very near his actual cost for bonding, and he shall submit written evidence that this stipulation is being honored to the COR.

**FAILURE TO INCLUDE BID BOND OR OTHER BID SECURITY ON TIME MAY BE CAUSE FOR REJECTION OF THE BID AS NONRESPONSIVE. LATE BOND OR OTHER SECURITY WILL BE TREATED IN THE SAME MANNER AS PROVIDED IN THIS SOLICITATION FOR LATE BIDS. FACSIMILE BONDS ARE NOT ACCEPTABLE.**

#### **Part 5 INDEFINITE QUANTITY CONSTRUCTION CONTRACTS:**

**5.1** Except as this contract otherwise provides, the Government shall order from the Contractor all the types of services and supplies specified in the Schedule that are planned and funded during the term of this contract, however, the Government reserves the right to perform any service described herein with its own personnel. Also, if the Government urgently requires performance of any item before the earliest date that delivery may be expected under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

#### **PART 6. - CONTRACT PERIODS.**

**6.1 BASE YEAR:**(One Year) The contract period shall be from date of contract award through 365 calendar days.

**6.2 OPTION YEARS:** The contract period for each option year exercised shall be from the date of award through 365 calendar days. (See Clause - "OPTION TO EXTEND THE TERM OF THE CONTRACT.")

**6.3 OPTION TO EXTEND THE TERM OF THE CONTRACT:**

**6.3.1** The Government may extend the term of this contract for four (4) one-year periods by written notice to the Contractor within the time specified in the Schedule, provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

**6.3.2** If the Government exercises this option, the extended contract shall be considered to include this option provision.

**6.3.3** The total duration of this contract, including the exercise of any options under this clause, is not intended to exceed five (5) years after date of award, however, should award of a new contract for similar services not be imminent, the Government reserves the right to extend this contract for a maximum period of 120 calendar days at the prevailing unit bid prices of the last Option Year exercised.

**Part 7. ORDERING:**

**7.1** Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 12 months after date of award.

**7.2** All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

**7.3** If mailed, a task order is considered "issued" when the government deposits the order in the mail. Orders may be by written telecommunications.

**7.3.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" Clause. The Contractor shall furnish to the Government, when and if ordered, the supplies and services specified in the schedule up to and including the quantity designated in the schedule as the "maximum".

**7.3.2** Except for any limitations on quantities in the "Task Order Limitations" clause or in the schedule, there is no limit on the number of orders which may be issued. The Government may issue orders requiring multiple services at multiple destinations or performance of like services at multiple locations.

**7.3.3** Any order issued during the effective period of this contract and not completed within that time period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed within the contract's effective period; provided however, that the Contractor shall not be required to perform any services under this contract after a period of 180 calendar days following the contract termination date.

**7.4 MATERIAL REQUIREMENTS:** Prior to issuance of a Task Order, a scoping meeting will be conducted between the Government and the Contractor to determine the bid items required for a specific task that do not include material costs as part of the bid. During this meeting, it will be decided what quantity and type of materials will be required to complete the project.

The following steps will take place to determine a fair and reasonable price prior to the issuance of the Task Order:

**Step 1:** The Project/Lake Manager will give notification to the Contractor for work to be performed and a Quantity Survey meeting will be set up.



**Step 2:** At the meeting the Contractor will be provided with a description, plans, and/or specifications of the work to be performed. All materials required to be supplied by the Contractor (separate from the bid item) will be determined and identified during the Quantity Survey meeting and a supply list will be provided to the Government.

**Step 3:** After the Contractor and Government have agreed to the quantities/measurements, the Contractor will obtain current catalog pricing from a minimum of two (2) sources for the required materials, the government will obtain current catalog pricing from one source. Note: No adjustment to the agreed to materials quantities will be made, except if a change in scope requirements is needed.

**Step 4:** The Government will review the estimates, the lower of the three quotes will be used to determine that the price is fair and reasonable, and will become the firm fixed price for the materials. No handling or delivery fees will be authorized for the materials. Both parties will sign the "Delivery Order Cost Estimate", and "Record of Negotiation" forms.

**Step 5:** After an agreement has been reached on a fair and reasonable price, a Task Order will be issued. The materials will be accounted for on the Task Order as a work item labeled "Materials". The full and total cost of all the required materials will be consolidated on this line. The Contractor's breakdown of the catalog pricing of the materials will be attached to the Task Order for auditing purposes. Upon issuance, the Task Order becomes a Firm Fixed-Price order for the work specified to complete the required product.

**Step 6:** Upon acceptance of the finished product as specified in the Task Order by the COR, the Contractor shall, upon invoicing, be paid the amount shown on the Task Order or Modification thereto. This price shall be full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete all work as specified.

**NOTE: Should the estimates be considered unacceptable, the Government and the Contractor will enter into good faith negotiations. If subsequent negotiations fail to resolve the matter, the Government reserves the right to obtain the materials from another source at a fair and reasonable price. The materials will then be provided to the Contractor as Government Furnished Property for use in completing the required work.**

**7.5 TASK ORDER/PAYMENT PROCEDURES:** One of the following two (2) procedures will be used prior to the issuance of Task Orders for those services having a value based, in whole or in part, on an hourly unit price (i.e. equipment with operator at a certain unit price per hour):

**Procedure 1. GOOD FAITH NEGOTIATIONS:**

**Step 1:** The Contractor (or his representative) and representative of the COR will meet on the future job site. The Contractor will be provided with maps, drawings, specifications, and/or "on the ground" instructions of the work to be performed on site. The Contractor and the representative will then agree on and then write up the work description statement onto ORN Form 564, Task Order Cost Estimate or similar negotiation form.

**Step 2:** The Contractor shall then complete the Contractor section of the form, sign and date it in the appropriate place, and return it to the COR in no more than five (5) normal work days from the date of receipt. The Contractor's estimate shall not be based on dollar amounts, but rather on the number of units required for each service to be used to accomplish the work described or specified.

**Step 3:** The Contractor's unit estimates will be reviewed by the Government to determine if they are fair and reasonable.

**Step 4:** Should the estimates be considered unacceptable by the COR, the Contractor and the Government shall enter into good faith negotiations. After an agreement has been reached on a fair and reasonable estimate, a Task Order will be issued. Upon issuance, the Task Order becomes a firm, fixed-price order for the work specified. Upon acceptance of the work as specified in the Task Order by the COR, the Contractor shall, upon invoicing, be paid the amount shown on the Task Order.

**Procedure 2. DISPUTE PROCEDURE:**

**Step 1:** If subsequent good faith negotiations fail to resolve the matter, the Government will obtain the service in question from the Contractor by the hourly rate. All rental equipment shall be equipped (at the Contractor's expense with no additional cost to the Government) with an hour meter wired into the engine in such manner as to record only when the engine is running, and a log book kept current (hourly) while rented to the Government. Engines will only be operated when working. Equipment not in use will be turned off.

**Step 2:** A Government QA inspector will be onsite frequently to review progress and to review the equipment book entries.

**Step 3:** A Task Order will be issued with the approximate number of hours estimated. Upon completion and acceptance of work, the rental equipment payment will be made for rental equipment by the actual hourly rate utilized rounded to the nearest minute. No payment will be made for idle equipment. Idle equipment is equipment not working for any reason, i.e., broken down, adverse weather, or equipment not needed in the operation at certain times during the day.

**PART 8. - TASK ORDER LIMITATIONS.**

**8.1 MINIMUM - MAXIMUM ORDERS:**

**8.1.1** Each Task Order shall have a specific quantity, but for the sake of economics in computing bid prices, a minimum and maximum quantity has been established. No individual Task Order will be issued for less than the specified minimum nor more than the specified maximum, without written consent of the Contractor. Should he so consent, the unit bid price shall still be used; no special pricing shall be allowed. Should the Contractor decline, the Government shall seek other Contractors to perform said services. Orders shall be issued for a wide range of varying quantities within the specified limitations. Aggregate totals for some bid items may well exceed the individual maximum quantity, and some bid items may not be required during the contract period. The contractor will not be required to accept any task order for less than an aggregate amount of \$2,500.00 or a maximum aggregate amount of \$100,000.00.

**8.1.2** Notwithstanding paragraph 8.1.1 above, the Contractor shall honor any order above or below the order limitations indicated above unless that order (or orders) is returned to the Ordering Officer within seven (7) working days after issuance, with written notice stating the Contractor's intent not to perform the items called for and his reasons. Upon receiving this notice, the Government may acquire the services and/or supplies from another source.

**Part 9. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (FAR 52.212-3)(APR 1984)**

9.1 The Contractor shall be required to (a) commence work under this contract within the time stated in the schedule below after receipt of a task order, (b) prosecute the work diligently and complete the entire work ready for use not later than the calendar days stated in the schedule below. "Receipt of Task Order" shall be deemed to be 5 days after date of issuance as reflected in block 3 of DD Form 1155 unless hand delivered. If hand delivered "Receipt of Task Order" shall be the date acknowledged by the Contractor at the time of hand delivery. The time stated for completion shall include final cleanup of the premises.

**9.2 SCHEDULE TO DETERMINE PERFORMANCE TIME**

Value of Task Order(in dollars)	Material List** Time***	Mobile- zation Time	Performance Period	Total Completion
2,500 - 10,000.00	5 Days	7 Days	13 Days	25 Days
10,001 - 25,000.00	5 Days	12 Days	18 Days	35 Days

25,001 - 50,000.00	5 Days	18 Days	27 Days	50 Days
50,001 -100,000.00	5 Days	27 Days	60 Days	92 Days
100,001 - and Over	5 Days	36 Days	*70 Days+	111 Days+

\* An additional 10 days will be added to the work time for each \$10,000.00 value of the task order.

\*\* The Contractor shall furnish the COR a list of required Government furnished materials prior to starting any work. Differences from the COR list shall be resolved prior to initiation of work.

\*\*\* The mobilization time listed in schedule is maximum time Contractor may take to initiate work under a specific task order. Any unused mobilization time will automatically be added to performance time for calculation of completion date.

**NOTE:** On occasion, it may be necessary for the COR to extend or delay the completion time of a particular task Order due to circumstances beyond the Contractor's control. On such occasion, the Contractor shall be notified in writing of the time frame involved and resulting extension .

#### **Part 10. LIQUIDATED DAMAGES:**

Each task order will be assigned a performance period as stated above under paragraph titled "COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) (FAR 52.212-3) (DEVIATION) determined by the schedule under "Delivery and/or Performance Period." This performance period added to task order execution date and allowable weather delays if applicable, will determine a completion date for all specified work identified in an individual Task Order to be complete in accordance with contract technical provision. Should Contractor fail to complete specified work within this period, liquidated damages outlined herein will be assessed based on the following schedule.

#### **SCHEDULE TO DETERMINE LIQUIDATED DAMAGES**

Value of Task Order (in dollars)	Damages/day of Late Performance (per day)
2,500 - 50,000	\$50.00
50,001 - 100,000	\$100.00

**NOTE:** The Contractor will not be held liable for Liquidated Damages when delay is caused by the Government.

#### **THE STATED MAXIMUM**

The stated maximum contract amount is estimated to be \$600,000.00 during the base period and/or any option period of this contract. The aggregate total of all task orders issued during the life of this contract shall not exceed \$3,000,000.00.

A guaranteed minimum amount shall be obligated in the basis contract period and at the time of exercising each contract option period. This guaranteed amount represents the Government's obligation to order a minimum in services in each contract performance period. In the unlikely event that no task orders are issued during the life of the contract period, the contractor shall be paid two percent (\$12,000.00) of the stated maximum for the base period, and for any option period that is exercised, one percent (\$6,000.00) of the stated maximum.

**SECTION 01526 - SPECIFICATIONS FOR RENTAL OF CONSTRUCTION EQUIPMENT WITH OPERATORS**

- A. Contractor shall make available for rental to the Government, either singly or in multiples, the equipment listed below, complete with operators, in accordance with the following specifications.
- B. All equipment will be in condition to render efficient, economical, and continuous service. Failure of the equipment or operator to perform to the satisfaction of the Contracting Officer<sup>1</sup>'s Representative will be sufficient cause for the removal of the equipment and/or operator from the job, or that the equipment or operator be replaced with those capable of satisfactory performance.
- C. All equipment shall be inspected and approved by the Contracting Officer's Representative prior to its use on the job. Equipment which is not approved shall be replaced or repaired at no cost to the government, prior to commencing work.
- D. The Government shall have operational control and supervision of the work, including equipment utilization, work schedules, priorities, and temporary work suspensions due to weather or other factors, but these conditions will in no way release the Contractor nor his employees from the prevention of unsafe operation of equipment or liability from such actions.
- E. Contractor shall be responsible for obtaining any necessary licenses and permits for transportation of equipment on public roads and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations that may apply to the equipment operations. The Contractor shall also assume full responsibility for the safety of the employees, equipment, and materials, and for any damage or injury done by or to them from any source, and the Contractor shall be similarly responsible for all damages to persons or property that occur as a result of negligent operations.
- F. Contractor will conduct operations in compliance with the Corps of Engineers Safety Manual EM 385-1-I, dated 3 September 1996. Special Note: Seat belts, fire extinguisher, roll-over protection devices, and back-up alarms will be installed on all applicable rental equipment in accordance with Section 16, Machinery and Mechanized Equipment.
- G. Contractor shall bear all expenses of operation and repair. The Contractor shall furnish at his expense all skilled and licensed operators, labor, fuel, and necessary equipment for transportation of fuel to equipment, including operators, appliances, and supplies, and bear all expenses incidental to the efficient operation of the equipment in connection with the work. The Contractor shall be responsible for the cost of any and all repairs required for the safe and continued equipment operation. If the job task requires several days rental and the Contractor chooses to leave the equipment on the job site rather than transport it to and from his storage yard, he shall do so at his own risk, and the Government shall not be responsible for acts of nature or vandalism.
- H. Contractor shall provide the requested equipment within three (3) working days after receipt of written notification from the Contracting Officer's Representative. The Contractor shall deliver only those items of equipment specified, and no equipment shall be removed from the job unless approved by the Contracting Officer's Representative, who may at anytime release any piece of equipment or contractor personnel when such is determined unnecessary or when the job is completed.
- J. Upon completion of job task, the Contractor shall leave the work area in a clean, neat, and workman like condition satisfactory to the Contracting Officer<sup>T</sup>'s Representative.

**Am #0002**

**K. Payment for equipment rental shall be based on an hourly rental rate, with operator, in accordance with section 00800 paragraph 7.5.**

- L. List of Construction Equipment with Operator

1. Motorgrader, self-propelled, ten foot (11') moldboard with scarifier.
2. Motorgrader, self-propelled, twelve foot (14') moldboard with scarifier.
3. Bulldozer, crawler/tractor type, minimum eight (8') foot blade, hydraulic blade angle and tilt control, minimum one hundred sixty-five horse power.
4. Dump Truck: ten (25) ton capacity.
5. Dump Truck: ten (10) ton capacity, tandem rear axle.
6. Dump Truck: two and one half (2-1/2) ton capacity, single axle.
7. Water tank truck, minimum one thousand five hundred (2000) gallons, with gravity spray bar.
8. Rubber Tire Tractor: minimum three-fourths (3/4) cubic yard front bucket and rear box blade with angle, tilt and down pressure, all hydraulically controlled, minimum eighty (80) HP.
9. Ditching Machine: wheel type, (30) HP, capable of digging six inch (6") by thirty inch (30") depths.
10. Back-hoe: wheel type, hydraulic, minimum ninety (65) HP with interchangeable rock bucket.
11. Back-hoe: wheel type, hydraulic, minimum ninety (65) HP with hydraulic jack hammer attachment
12. Vibrating Plate Compactor: gasoline powered, hand operated, two thousand five hundred (2500) lb. force.
13. Vibrating Foot Compactor: (jumping jack/whacker) gasoline powered, hand operated.
14. Six Inch (6 ") Water and Trash Pump: gasoline or diesel powered, trailer mounted with four inch (6") by sixty foot (60') suction hose with strainer head, forty foot (40') discharge hose.
15. Four Inch (4") Water and Trash Pump: gasoline or diesel powered, trailer mounted with four inch (4") by sixty foot (60') suction hose with strainer head, forty foot (40') discharge hose.
16. Two Inch (2") Water and Trash Pump: gasoline or diesel powered, trailer mounted with two inch (2") by sixty foot (60') suction hose with strainer head, forty foot (40') discharge hose.
17. Brush/Limb Chipper: maximum limb/brush size three inch (7") diameter.
18. Concrete saw: minimum five (5) HP., maximum cutting depth of four inches (4") in concrete and/or asphalt.
19. Chain-saw: minimum fourteen inch (16") bar with minimum engine displacement of two cubic inches (2").
20. Stump Grinder: minimum eight (13) HP, sixteen inch (14") blade.
21. Skid Loader: with 36" sand bucket.
22. Skid Loader: with 60" sandbucket.
23. Skid Loader: with 60" dirt bucket.
24. Skid Loader: with forks.
25. Skid Loader: with twelve (12") inch wide auger.

26. Skid Loader: with sweeper.
27. Skid Loader: with hydraulic jack hammer
28. Track Excavator - 6' max depth
29. Crane: eighteen (18) ton capacity.
30. Crane: eight (8) ton Capacity
31. Forklift: all terrain, six thousand (6,000)lb capacity.
32. Brush Hog: Minimum 40 HP Tractor with minimum five (5) foot wide mower.
33. Bobcat or equal w/twelve (12") inch rock bit sixteen
34. Bobcat or equal w/sixteen (16") inch rock bit, minimum 6' depth
35. Bobcat or equal w/eighteen (18") rock bit, minimum 6' depth
36. Bobcat or equal w/twenty four (24") inch rock bit, minimum 6' depth
37. Bobcat or equal w/belling tool, minimum 6' depth
38. Weedeater: Commercial type with line and/or blade
39. Boom Mower: Minimum 40 HP Tractor with a hydraulic boom and a minimum five (5) foot wide mower. The boom will reach a minimum of fifteen (15) feet.
40. Self propelled sweeper 6'
41. Power pruner, Minimum 14" bar, 15 ft extension.
42. Welder, minimum 180 amp portable, w/ 110 volt connection, acetylene cutting torch, portable grinder.
43. Generator, minimum 5000 watt, portable, 110 or 220 volt.
44. Garden/ Lawn type mower, commercial, minimum 15 hp, 48" cut.
45. Power washer, minimum 2500 psi, portable
46. Water storage tank, trailer mounted, with power sprayer.
47. Mops/brooms/squeegees, Industrial type.
48. Track hoe, minimum 24" bucket, max 18' depth
49. Truck mounted excavator, 36" bucket.
50. Track loader, minimum 1 yd bucket 60 hp
51. Air compressor, minimum 185 CFM, portable

- 52. Bucket lift, minimum 40 ft. boom
- 53. Concrete pump truck, minimum 30 yds / hr
- 54. Push mower, 22" cut
- 55. Flat bed Trailer and haul truck, 17,000 lb capacity capable of hauling 4430 John Deere Tractor w/cab.
- 56. Offset Disc Plow, 12 ft. 18" disc
- 57. Batwing Mower, 15 ft.
- 58. Hammer Drill, capable of drilling up to 2" hole
- 59. Hilti Gun w/ shots
- 60. Tractor Agriculture type minimum 90 hp, 3 point or hydraulic connections.
- 61. Steel Wheel Vibratory Asphalt Roller, minimum 1 1/4 ton. portable.
- 62. Paving Machine, minimum 6' laydown.
- 63. Vibratory Concrete Screed, minimum 18 ft, air operated.
- 64. Power Trowel, 48"
- 65. Concrete float, 36" alloy
- 66. Asphalt Rakes, 36"
- 67. Vibratory sheepsfoot, 5' drum
- 68. Walk behind trencher, minimum 24", 6" width
- 69. Grout pump, minimum 10 yds/ hour
- 70. Tractor w/ power tiller, min 70 hp with 6' tiller

**SECTION 02607A - SPECIFICATIONS FOR INSTALLATION OF UNDERGROUND SLEEVES**

A. Furnish all labor, tools, and equipment to excavate, install schedule eighty (80) p.v.c. pipe in various sizes, in accordance with standard practices, and cover pipeline according to the alignment and grades provided by the Corps of Engineers, at various locations by the following specifications. These bid items will **not include the following material costs: PVC pipe, end caps, locator post.** These materials will be determined and identified during the Quantity Survey's (para. 7.4) and a supply list will be provided to the Government by the Contractor using current catalog pricing as described in the supplies and materials section. The qualified low current catalog price will then be included with the Task Order. Upon issuance the Task Order becomes a firm, fixed-price order for the work specified. Upon acceptance of the work as specified in the Task Order by the COR, the Contractor shall, upon invoicing, be paid the amount shown on the Task Order. This price shall be full compensation for furnishing all labor, tools, equipment, **materials**, and incidentals necessary to complete all work as specified.

B. Bids for trench widths shall be based on six (6) inches for installation of two (2) inch to four (4) inch pipe, with a minimum cover of eighteen (18) inches. **Measurement of the pipeline will be from end to end. (Am #0002)**

C. Excavation shall be by mechanical methods only, as no blasting will be allowed.

D. If rock is encountered, the Contracting Officer's Representative shall be notified immediately so that the unit price for rock may be applied. Failure of promptly notification will void any claim for a rock unit price.

E. The ditch line shall be backfilled with material containing no rocks larger than two (2) inches in diameter, and shall be compacted in six (6) inch lifts using a hand-operated air tamper to original ground level. An underground marking tape of a highly visible color, which is six (6) inches wide with "CAUTION-UNDERGROUND LINE" printed thereon, shall be laid along the trench line at a below-ground depth of six (6) inches.

F. The Contractor shall provide the cleaner, glue, and all incidental items for completion of the work.

G. Work shall be inspected by the Contracting Officer's Representative prior to; backfilling, who shall advise the Contractor of any deficiency found. The Contractor will take immediate action to correct said deficiency and to insure that the problem does not recur.

H. Work performed as prescribed by these specifications shall be paid for at the unit price bid for services by the linear foot of excavation and installation, with a separate bid price for rock. This price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete all work items as specified above.

J. The work area shall be cleaned and restored to original condition. All trash, debris, and refuse resulting from Contractor's activities shall be removed and disposed of off the job site.

K. No payment shall be made until the job has been inspected and approved by the Contracting Officer's Representative



**SECTION 02842 - SPECIFICATIONS FOR PICNIC TABLE DELINEATION**

A. Furnish all tools, equipment, labor to place or remove site delineation in accordance with the following drawings and specifications.

**1. Contractor will remove old timbers of various dimensions and excavate or pull and remove post or concrete pier that the timbers are mounted on. (Am#0002)** All materials resulting from the removal of the delineation and piers will be disposed of off Government property.

B. Placing timbers for delineation - Contractor will excavate trenches to place timbers, either by hand or mechanical means.

**C. The timber delineation shall be of .40 lb./cu/ft pressure treated and/or cedar timbers suitable for ground contact, in various dimensions from 4"x 6", 6"x 6", 8"x 8", 12"x 12". (Am#0002)**

**D. Various sizes of timbers from 4"x 6", 6"x 6", 8"x 8", 12"x 12" and 5/8" rebar to attach the timbers will be furnished by the government in accordance with paragraph 7.4 of the contract. (Am#0002)**

E. Contractor will drill 5/8" diameter hole on three ft. centers and 6" from the end of every timber.

F. 5/8" x 3' rebar will be driven through the hole and recessed 1/2" from the top of the timber. Care will be taken around utility lines. Electric, water and sewer lines will be located before driving rebar in ground.

G. Contractor will place timbers a minimum of 15 ft from all sides of either the picnic table slab or edge picnic shelter, or as designated by government.

H. Timbers will be placed with their tops flush with ground level, unless otherwise specified by the COR.

J. Work performed as prescribed by these specifications shall be paid for at the unit price bid for services by the **linear foot of horizontal timbers installed** and by the **linear ft. of horizontal timber removed**.

K. The work area shall be cleaned and restored to original condition. All trash, debris and refuse from the contractor's activities shall be removed and disposed of off government property.

